

# **EXHIBIT A**



## STATUS SOLUTIONS LLC VALUE ADDED VAR (VAR) AGREEMENT

This Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_, 2015, between Status Solutions LLC, a Virginia limited liability company (the "Company"), having its principal place of business at 1180 Seminole Trail, Suite 440, Charlottesville, VA 22901 and \_\_\_\_\_, a \_\_\_\_\_ corporation having its principal place of business at \_\_\_\_\_ (the "VAR").

WHEREAS, the Company is engaged in the business of designing, manufacturing and marketing various hardware and software solutions for the senior housing, healthcare, education, government, security and other markets (collectively, the "Targeted Customer Base"), which the Company sells direct, through approved VARs and through its Master Distributor (hereinafter defined) to entities located throughout the Territory (hereinafter defined); and

WHEREAS, the VAR markets, sells and installs products to entities which are members of the Targeted Customer Base and the VAR wishes to market, sell and install the Products (hereinafter defined) to the Targeted Customer Base, and to provide support and maintenance on the Products, all on the terms and conditions set out in this Agreement; and

WHEREAS, the VAR acknowledges that as a VAR it will be responsible for providing all sales and marketing support, and all installation and Customer (hereinafter defined) training and all First Tier Support (hereinafter defined), in all cases relative to the Products;

### WITNESSETH

In consideration of the premises and mutual covenants hereinafter set forth and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

#### 1. Appointment/Territory/Prohibited Sales.

The Company hereby appoints the VAR, and the VAR hereby accepts appointment, as a non-exclusive Company VAR of the Products (hereinafter defined) in the Territory during the Term (hereinafter defined). As used herein, the "Territory" is defined as the Continental United States. The "Products" are the Company's products listed on Exhibit A to this Agreement, as the same may change from time to time (individually a "Product" and collectively the "Products"), the VAR hereby acknowledging that the Company reserves the right to add or delete Products in its sole discretion from time to time, without notice to the VAR, and further agrees that any unilateral amendment by the Company to Exhibit A, whether provided to the VAR or whether the VAR has notice of the same or not, shall in all cases be deemed to amend Exhibit A, effective as of the date set out in the Company's amendment of Exhibit A. The listing of Products sold through the Company's certified VARs at any point in time is accessible through the secure "VAR portal" located on the Company's website at: [www.statussolutions.com](http://www.statussolutions.com) (hereinafter, the "Secure Company VAR Portal"). The VAR hereby agrees to use best efforts to promote, market and sell the Products, and to provide all installation, Customer training and related services and all First Tier Support relative thereto, in the Territory directly to end users of the Products (the "Customers"; individually, a "Customer") during the Term. The VAR hereby agrees that it shall not sell or otherwise distribute any Products for resale under any circumstances other than directly to Customers and, in addition, that the VAR shall not sell, ship, install or distribute (or cause to be sold, shipped, installed or distributed) any Products

outside of the Territory.

2. Purchase of Products; Master Distributor; Pricing.

VAR hereby agrees to enter into and maintain a satisfactory commercial relationship throughout the Term with, and hereby agrees that it shall purchase all Products from, the Company's Master Distributor as the identity of such Master Distributor may change from time to time. The Company's Master Distributor as of the date of this Agreement is Jenne Distributors, Inc., having offices located at 33665 Chester Road, Avon, OH 44011. The VAR hereby acknowledges that the Master Distributor may be changed at any time by the Company in the Company's sole discretion by the Company giving written notice of the identity of the new Master Distributor to VAR. The VAR's discounted pricing for the Products is accessible through the "Secure Company VAR Portal". The Company reserves the right to change the pricing of the Products, including the VAR's discounted pricing, at any time without notice.

3. VAR's Obligations.

The VAR acknowledges that the Products contain sophisticated firmware and software, and that accordingly there are a multitude of site preparation and installation requirements, as well as the need to provide Customer training on, and maintenance and general ongoing support of, the Products. Accordingly, the VAR hereby agrees that at all times during the Term that it will maintain qualified technicians on staff who are fully trained on the Products. VAR hereby agrees to use its resources and best efforts to market, distribute and support the Products, and hereby agrees that its marketing and advertising efforts will accurately identify the Products' features and capabilities and will, in addition, be of the highest quality, be good and workmanlike so as to pass without objection in the trade and always in good taste. VAR agrees to include in all such advertising all applicable copyright and trademark notices as they appear on or in the Products and will otherwise comply with the provisions of paragraph 6 hereof. In addition, throughout the Term the VAR hereby agrees to:

- a. maintain a qualified sales organization and use its best efforts to promote and sell the Products within the Territory to the Targeted Customer Base and to provide all installation, maintenance, support and Customer training in accordance with the highest industry standards so as to maximize demand for the Products and the Customers' satisfaction with the Products;
- b. attend technical training on the Products at the earliest possible time but no later than the second training session offered by the Master Distributor following the Company's execution of this Agreement and at such other times as the Company and/or the Master Distributor reasonably determine that such training would be beneficial;
- c. attend periodic on-going training conducted by the Company and/or the Master Distributor as required by the Company and/or the Master Distributor;
- d. build a pipeline of sales opportunities consistent with the revenue goals set forth in the VAR's sales orientation training with the Company's territory manager, which goals will be reviewed and adjusted periodically upon the mutual agreement of the parties;
- e. stock and maintain an adequate inventory of Products, technical manuals, Product brochures and other items as necessary to meet the expected demand for the Products, the VAR's sales goals and all support related to the Customers and the Products;

- f. keep one Replacement Server (identified as the “Replacement Server” on the Secure Company VAR Portal) and Network Coordinator in stock at all times;
- g. provide Level I First Tier Technical Support to Customers as defined below:

“Level I First Tier Technical Support” means working with the Customer in investigating and defining the problem, and includes the following types of problem resolution activities: gathering data, investigating, isolating, and testing. These activities include searching appropriate documentation such as user manuals, technical bulletins and customer support bulletins and problem report lists. Upon completion of this level of diagnosis, the VAR’s support engineer must have a complete description of the system(s), configuration information, revision level information, and details of the problem resolution. In addition, basic technical diagnosis may be required;

- h. purchase all Inovonics hardware required to fulfill a customer’s order from Company via Master Distributor
- i. avoid any and all deceptive, misleading, illegal, immoral or unethical practices, including but not limited to misrepresentations in the advertising and sale of the Products;
- j. comply with all business and management policies, practices, controls and procedures applicable to a Company VAR as may be established by the Company from time to time, including but not limited to, meeting with the Company’s representatives from time to time at the VAR’s principal place of business to review all aspects of the VAR’s performance of, and compliance with, its responsibilities as set out in this Agreement;
- k. comply with all applicable federal and local laws, rules and regulations which affect in any way the Products, the VAR’s business or its obligations hereunder;
- l. maintain satisfactory credit and business relations with the Master Distributor and to pay all invoices for Products when due and in accordance with such invoices terms and conditions;
- m. comply with and perform all of its obligations set out in this Agreement and its agreement with the Master Distributor;
- n. provide to the Company such periodic reports as the Company deems necessary to monitor the VAR’s performance of its obligations hereunder; and
- o. ADVISE THE COMPANY WHEN A SUBJECT SYSTEM IS CUT OVER, THAT IS, GOES “LIVE” AT THE SUBJECT CUSTOMER LOCATION, SO THE COMPANY CAN KNOW THE ANNIVERSARY DATE OF THE SYSTEM FOR PURPOSES OF RENEWAL OF THE CUSTOMER’S NETWORK OPERATIONS CENTER AGREEMENT.

4. Company’s Obligations.

Company agrees, during the Term, to:

- a. provide sales and technical training and documentation/materials reasonably necessary to support the VAR;
- b. provide all technical support over and above Level I First Tier Support as defined above;

- c. allow the VAR to hold itself out as a certified Company VAR; and
- d. allow the VAR to use all Trademarks of the Company but only pursuant to and in accordance with this Agreement.

5. Contract Term.

This Agreement shall commence on the date on which it has been signed by an authorized representative of both the Company and VAR and shall continue in effect thereafter, unless earlier terminated as set out hereinafter, for a period of one (1) year (the "Initial Term"), which Initial Term shall thereafter be automatically renewed for successive periods of one (1) year each (each, a "Renewal Term") until terminated by one party giving written notice to the other party not less than ninety (90) days prior to the end of the Initial Term or any Renewal Term. Notwithstanding the preceding sentence, the Company may terminate this Agreement: (i) immediately upon the breach by the VAR of any of its responsibilities set out in, or incurred under or in connection with, this Agreement; (ii) immediately upon the breach of any of the VAR's responsibilities set out in, or incurred under or in connection with, its agreement with the Master Distributor; (iii) at any time, without cause, after the first six (6) months of the Initial Term or at any time during any Renewal Term by giving the VAR thirty (30) days prior written notice of termination; or (iv) immediately if the VAR becomes insolvent or makes an assignment for the benefit of its creditors or a receiver, trustee, conservator or liquidator of the VAR of all or of a substantial part of VAR's assets is appointed with or without the application or consent of the VAR or a petition is filed by or against the VAR under any bankruptcy, insolvency or similar law or there is a material adverse change in the VAR's financial condition or the VAR merges or consolidates with any other corporation or entity or sells, leases or disposes of all or substantially all of its assets without the prior written consent of the Company. The VAR may terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the Company. Upon expiration or termination of this Agreement, all obligations of each party, including the payment for any invoices then outstanding and the satisfaction of any claims for set off, if any, become immediately due and payable.

6. Product Marketing.

- a. License of Trademarks and Trade Names. The Company hereby grants to VAR a non-exclusive, royalty-free, revocable license during the Term to use the trademarks, tradenames and related designs that the Company uses in connection with the Products (collectively, the "Trademarks"), provided however, all renderings, depictions or other uses of the Trademarks and the Products are subject to the Company's prior written approval, which approval shall not be unreasonably withheld, and are further subject to the VAR's compliance with all laws, rules and regulations relative to the giving of notice as to the ownership of the subject Trademark(s) so as to fully protect the Company's rights in and to the Trademark(s). Additional names or trademarks may be added to the list of Trademarks covered by this license only in a written document signed by both parties. The VAR hereby agrees that the Trademarks shall be used solely in connection with the marketing and sale of the Products, only (i) during the Term (ii) for sales of the Products to Customers and only (iii) in the Territory. Upon expiration or termination of this Agreement, VAR agrees to immediately cease any and all use of the Trademarks in any manner and shall cease and desist from holding itself out as a Company VAR. Nothing contained in this Agreement shall convey any ownership or other vested or other right in VAR to the Trademarks or any other intellectual property of the Company, the VAR hereby agreeing that all such property shall remain the sole and exclusive property of the Company.

- b. Incentives. VAR agrees not to provide any compensation, incentives or gifts of any kind to any of the Company's employees, representatives or agents without the prior written approval of an authorized representative of the Company, the Company and the VAR acknowledging that in no event shall either party engage in any such activity which is, or could be deemed to be, unlawful.

7. Product Warranty.

Notwithstanding anything set out herein or in any agreement between the VAR and the Master Distributor to the contrary, the VAR hereby acknowledges that the Company's warranty, which shall be applicable to all Products, is set out in Exhibit B attached hereto. The terms and conditions of the warranty(ies) of any third-party product(s) shall be as established by the manufacturer of such product(s).

8. Confidentiality.

- a. Confidential Information. Each party hereto agrees that any information, technology, technical data, trade secrets, know-how or ideas, including, without limitation, that which relates to business operations, products (including the Products), services, customers (including the Customers), markets, research, inventions, processes, designs, drawings, engineering, marketing or finances of the disclosing party (hereinafter collectively, the "Confidential Information"), is intended to be treated as confidential and not disclosed under any circumstances except: (i) as necessary for the receiving party to perform its obligations under this Agreement; and (ii) then only to those of its employees who need to have access to the Confidential Information and then only as to those who are legally bound to protect the confidentiality of such Confidential Information. Each party further agrees not to disclose any Confidential Information disclosed to it by the disclosing party to third parties and agrees to use the same degree of care that it uses to protect its own Confidential Information of similar importance, but in no event less than reasonable care, to prevent the unauthorized use, disclosure or dissemination of Confidential Information of the disclosing party. Each party agrees not to (i) use the Confidential Information of the disclosing party except as necessary to fulfill such party's obligations under this Agreement and then only for the specific purpose for which it was disclosed, (ii) derive any commercial benefit (whether direct or indirect) from the Confidential Information of the disclosing party, or (iii) copy or reverse engineer any such Confidential Information of the disclosing party.
- b. Disclosure. Without granting any right or license, each party agrees that Confidential Information does not include information, technology, technical data, trade secrets, know-how or ideas that the recipient of the Confidential Information can demonstrate (i) was in the public domain at the time it was disclosed to the recipient of the Confidential Information, (ii) was lawfully in the possession of the recipient of the Confidential Information at the time of disclosure as evidenced by such parties written records existing prior to the time of disclosure, (iii) was independently developed by the recipient of the Confidential Information as evidenced by such parties written records existing prior to the time of disclosure or (iv) became known to the recipient of the Confidential Information from a third party under circumstances permitting recipient to reasonably believe that said third party obtained such Confidential Information lawfully and not in violation of the terms of this Agreement or any other agreement, provided however, the parties hereby acknowledge and agree that, following notice to the party whose Confidential Information is at issue so that such party can take such steps as it deems appropriate or advisable to protect against public disclosure of such Confidential Information, either party shall be permitted to disclose Confidential Information if directed so to do by a court of competent jurisdiction or as otherwise required by law.



9. Limitation of Liability; Liability Insurance.

a. Limitation of Liability.

Notwithstanding anything set out herein or in any agreement between the VAR and the Master Distributor to the contrary, the VAR and the Company hereby acknowledge and agree that in no event shall either the VAR or the Company be liable for any special, indirect, incidental, consequential, exemplary or punitive damages (including, without limitation, any and all damages from business interruption, loss of profits or revenue, cost of capital or loss of use of any property or capital) even if the Company or the VAR, as the case may be, has been advised of, or is otherwise aware of, the possibility of any such damages and/or claims. The exclusion of such damages and/or claims shall be deemed independent of, and shall survive, any failure of the essential purpose of any limited remedy under any warranty and/or the terms and conditions of this Agreement. These exclusions and limitations on damages shall apply regardless of the theory of liability, whether based on contract, indemnity, warranty, tort, negligence, strict/products liability, wrongful death or any other theory. Without expanding upon the foregoing limitation, the Company's and the VAR's, as the case may be, liability for any loss or damage arising out of, connected with or resulting from this Agreement or from the performance or breach thereof or related in any way to any Product covered by or furnished under or in accordance with this Agreement, including personal injury (including death) shall in no case exceed the greater of \$1,000.00 or the price that the Company was paid for the Product giving rise to the claim for loss, damage or injury (including death) as regards the Company's limitation of liability and, as to the VAR's limitation of liability, the greater of \$1,000.00 or the price that the VAR was paid for the Product giving rise to the claim for loss, damage or injury (including death) as regards the VAR's limitation of liability.

- b. Insurance. The VAR hereby agrees to maintain the following insurance coverages, consistently during and throughout the Initial Term and any Renewal Term and for three years following the termination of this Agreement, at the VAR's sole cost and expense (the "Insurance Coverage"): (a) Commercial General Liability insurance including products and completed operations coverage with limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; (b) automobile liability insurance for all automobiles with a minimum single limit of \$1,000,000.00 for bodily injury (including death) and property damage; (c) umbrella coverage of \$3,000,000.00 per occurrence and in the aggregate; (d) worker's compensation insurance as required by law; and (e) employer's liability coverage with limits of \$1,000,000.00 per occurrence. VAR hereby agrees to furnish to the Company, upon request, a current certificate of insurance upon signing this Agreement evidencing the Insurance Coverage and verifying the above coverages. Excepting for the errors and omissions coverage, such insurance shall name the Company and be for the benefit of the Company and its respective directors, officers, managers, employees and agents as additional insureds and shall provide that the Company shall be provided with at least thirty (30) days written notice prior to cancellation of such insurance. The VAR hereby agrees, upon request from the Company made no more frequently than every six (6) months during the Initial Term or any Renewal Term, to provide the Company evidence of such insurance.

10. Indemnification.

- a. VAR Indemnification. The VAR hereby agrees to defend, indemnify and hold harmless the Company, its officers, directors, employees and agents, and those of any directly or indirectly wholly

or partially-owned subsidiaries, companies or affiliates (collectively, the “Indemnified Parties”), against any and all suits, claims of liability or causes of action of every nature and description, and all costs and expenses whatsoever, including reasonable attorneys fees and court costs, as to any and all business loss (of information, revenue, profits or otherwise), damage or interruption, property damage and/or personal injury (including death) arising out of the VAR’s relations with any third parties or the VAR’s acts or omissions hereunder or in connection herewith including, without limiting the generality of the foregoing, the VAR’s sale, distribution, use, installation, Customer training or repair and/or maintenance or other services related to the Products or to this Agreement, or otherwise related to or arising out of the VAR’s breach of this Agreement or the VAR’s agreement with the Master Distributor, whether by the VAR or its respective officers, directors, subcontractors, employees or agents or anyone directly or indirectly employed by any of them, whether or not lawful or within the scope of their employments. The Company reserves the right to be represented in any such action by its own counsel at its own expense.

- b. Company Indemnification. The Company hereby agrees to defend, indemnify and hold harmless the VAR, its officers, directors, employees and agents, and those of any directly or indirectly wholly or partially-owned subsidiaries, companies or affiliates (collectively, the “Indemnified Parties”), against any and all suits, claims of liability or causes of action of every nature and description, and all costs and expenses whatsoever, including reasonable attorneys fees and court costs, arising out of the Company’s relations with any third parties or the Company’s acts or omissions hereunder or in connection herewith or otherwise related to or arising out of the Company’s breach of this Agreement, whether by the Company or its respective officers, directors, subcontractors, employees or agents or anyone directly or indirectly employed by any of them, whether or not lawful or within the scope of their employments. The VAR reserves the right to be represented in any such action by its own counsel at its own expense.

# 11. HIPAA Privacy and Security Terms.

Customers may share with you (as used in paragraphs 11 and 12, “you” is the VAR and your “Staff” consists of your directors, officers, employees, agents and independent contractors/subcontractors or any other third party with which you have any dealings relating to this Agreement) Protected Health Information (“PHI,” defined below) about their patients and residents. Should such PHI be shared with you, you must protect its privacy and security in compliance with applicable provisions of the Health Insurance Portability and Accountability Act of 1996, (“HIPAA”) and its accompanying regulations (the “Privacy Rule” and the “Security Rule”), and other applicable laws. The purpose of this Section is to satisfy relevant requirements of the Privacy Rule and the Security Rule and their accompanying regulations, as amended from time to time. “PHI” means information in any form or medium, shared by us or the Customers with you or your Staff that (a) relates to the physical or mental health, treatment or condition of a person, the provision of health care to a person, or payment for the provision of health care to a person and which (b) identifies the person or for which there is a reasonable basis to believe could be used to identify the person. Electronic Protected Health Information (“ePHI”) is a subset of PHI and means PHI that is transmitted by or maintained in electronic media.

You agree that: (a) you may only use PHI for the purpose for which it was provided and for internal business administration and operations; (b) you may only disclose it to a third party if authorized by the Customer or us or as required by law; (c) you will use or disclose PHI only in the minimum amount and to the minimum number of persons necessary to achieve the permitted purpose of the use or disclosure; (d) you will use appropriate safeguards to prevent other uses or disclosures of PHI;



(e) you will promptly report to us any non-permitted use or disclosure of PHI of which you become aware; (f) you will promptly mitigate, to the extent practicable, any harmful effect that is known to you arising from a non-permitted use or disclosure of PHI by you; (g) at the written request of us or the Customer, you will provide access to PHI in accordance with 45 CFR 164.524; (h) you will make your internal practices, books and records relating to the use and disclosure of PHI available to us or the Customer for purposes of determining your compliance with the Privacy Rule or the Security Rule; (i) you will develop, maintain, and use reasonable and appropriate safeguards to protect the confidentiality, integrity and availability of PHI and ePHI that you create, receive, maintain or transmit on behalf of us or a Customer; (j) you will report to us any attempted or successful unauthorized access, use, disclosure, modification or destruction of PHI, ePHI or interference with or in your system operations of which you become aware; (k) you will ensure that any third parties to whom you provide PHI/ePHI agree to the same restrictions and obligations with respect to PHI/ePHI as you have agreed to hereunder; and (l) at our or a Customer's request, you will return or destroy all PHI/ePHI and certify the same in writing.

12. Independent Contractor.

You and your Staff hereby agree that for all purposes related to this Agreement that you are an independent contractor. Accordingly, you agree that your Staff is not eligible for nor will they participate in any of the Company's benefit, worker's compensation, retirement or insurance plans or programs. No tax or contribution of any kind will be withheld or paid by the Company on behalf of you or your Staff. All services performed by you and your Staff pursuant to or in connection with this Agreement (collectively, the "Services") are solely within your supervision, direction, expertise, and control. You agree that all Services You provide relative to the Products or pursuant to or in connection with this Agreement shall be provided in accordance with this Agreement and shall meet or exceed industry standard(s).

13. Export/Import.

The VAR hereby agrees to be solely responsible for compliance without limitation with all laws and regulations applicable to the export and re-export of the Products, except that the Company shall be solely responsible for all export/import requirements relative to the initial shipment of any Products to the Master Distributor. The VAR hereby agrees that it shall be solely responsible to comply with, and to pay all costs, expenses and fees, relative to any import/export of Products that it purchases through the Master Distributor or otherwise and which are shipped into the Territory (or out of a country within the Territory), and shall be solely responsible for obtaining all necessary export and re-export licenses in connection with any subsequent export, re-export, transfer and use of all Products and related technology, hardware, firmware and software.

12. General Provisions.

- a. Waiver. The failure of either party to enforce at any time any of the provisions of this Agreement shall not be construed to be a waiver of any provision hereunder nor shall any such failure prejudice the right of such party to enforcement hereunder.
- b. Attorneys Fees. If either party hereto incurs any cost or expense in the interpretation, enforcement, construction or otherwise (collectively, the "Enforcement") of this Agreement, whether through negotiation, mediation, arbitration, suit or otherwise, and such party's position substantially prevails

(the "Prevailing Party"), then, in addition to any other rights and remedies available to the Prevailing Party under this Agreement or otherwise provided by law, none of which are excluded hereby, the other party shall promptly pay to the Prevailing Party all cost and expense which the Prevailing Party incurred relative to Enforcement, including all court costs, expert or other witness fees and all reasonable attorneys' fees relative thereto.

- c. Severability. If any provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be illegal, invalid or unenforceable for any reason, then such provision shall be deemed stricken for the purpose of the dispute in question, but only to the extent necessary to make the remaining portion of the provision legal, valid and enforceable, if possible, and all other provisions of this Agreement shall remain in full force and effect. The parties agree, in the circumstances referred to in this clause, to attempt to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the illegal, invalid or unenforceable provision.
- d. Force Majeure. Neither party shall be liable to the other for any failure to meet its obligations if such failure is due to any cause beyond the non-performing party's reasonable control ("force majeure"). If the force majeure continues for longer than ninety (90) days, either party may terminate this Agreement. Force majeure specifically includes but is not limited to inability or refusal by third party suppliers to provide necessary Product parts, services, manuals or other information relative to the Products; government embargoes, blockades, seizure or freeze of assets, delays or refusals to grant an export license/authorization/permit or the suspension or revocation thereof or any other acts of any government that would limit the ability for contract performance; fires, earthquakes, floods, severe weather conditions or any other acts of God; quarantines; labor strikes or lockouts; riots, strife, insurrection, civil disobedience, armed conflict, terrorism or war, declared or not (or any impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property); and material or component shortages.
- e. Governing Law and Jurisdiction. This Agreement shall be governed by and construed under the laws of the State of Virginia without regard to any conflicts of law provisions and shall benefit and be binding upon the parties hereto and their respective successors and assigns. The courts within Albemarle County, Virginia and the Western District of Virginia shall have exclusive jurisdiction to adjudicate any dispute arising out of the validity or interpretation of this Agreement.
- f. Amendment. This Agreement shall not be altered or otherwise amended except pursuant to an instrument in writing signed by each party hereto, except that any party may waive any obligation owed to it by the other party under this Agreement.
- g. Entire Agreement. This Agreement and the Exhibits hereto contain all of the agreements between the parties hereto with respect to the transactions contemplated hereby and supersede all prior agreements or understandings among the parties with respect thereto.

- h. Counterparts and Facsimile Execution. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart. Any counterpart or other signature hereupon delivered by facsimile shall be deemed for all purposes to constitute good and valid execution and delivery of this Agreement by such party.
- i. Incorporation of Exhibits and Addendums. Exhibits A and B identified in this Agreement are incorporated herein by reference and made a part hereof.
- j. Headings; Interpretation. Descriptive headings are for convenience only and shall not control or affect in any way the meaning or construction of any provision of this Agreement, and the interpretation of this Agreement shall not be influenced by consideration of which of the party's drafted this Agreement or any subject amendment hereto.
- k. Assignment. This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party hereto.
- l. Notices. Every notice, material request, communication or demand between the parties relating to the performance or administration of this Agreement shall be made in writing. Only an authorized representative of Reseller and an authorized representative of the Company with actual express authority shall be authorized to execute an amendment to this Agreement.

All material communications and notices required under this Agreement shall be in writing and shall be deemed received when delivered either: five (5) calendar days after mailing by certified mail, return receipt requested and postage prepaid; or one (1) business day after deposit for next day delivery with a commercial overnight carrier provided the carrier obtains a written verification of receipt from the receiving party; or upon facsimile transmission, addressed to the proper party with confirmation receipt that the facsimile was transmitted satisfactorily and upon receipt as to personal delivery.

Addresses for Notices:

If to Reseller:

Company: 4Front Technologies Ltd  
Address: 1530 Royal Oak Dr. Lewis Center OH 43035  
Phone No. (614) 408-8186

Facsimile Number: (614) 408-8328

If to the Company:

Status Solutions LLC  
Attention: Mike MacLeod, President and Managing Partner  
1180 Seminole Trail, Suite 440  
Charlottesville, VA 22901  
USA

Phone No. 434-971-7272  
Facsimile Number: 434-295-2568

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 3 day of October, 2012.

Reseller: 4 Front Technologies

By \_\_\_\_\_  
Name A. Shaun Tipton  
Title President  
Date Oct 3, 2012

Status Solutions LLC

By \_\_\_\_\_  
Name Wally M. M.  
Title President  
Date 10/12/12

**STATUS SOLUTIONS LLC, VAR AGREEMENT****Exhibit A****PRODUCTS****I. “SARA” (Situational Awareness and Response Assistant”)**

<b>Equipment Description</b>	<b>Part Number</b>
modified 5/23/14	
<b>INFRASTRUCTURE/BASE SYSTEM</b>	
SARA Enterprise+ System (HP) with SMARRT 8-8 Plan (Rackmount, 4 Post Rack Only)(4 Port Dialogic Card Included)	SSRVNRKHPV5-1A
SARA Enterprise System (V4) with SMARRT 8-8 Plan (Rack Mount)(4 Port Dialogic Card Included)	SSSRVNSRKV4-1A
SARA Enterprise System (V4) with SMARRT 8-8 Plan (Wall Mount)(4 Port Dialogic Card Included)	SSRVNV4-1A
SARA Enterprise+ Disaster Recovery System (HP) (Rackmount, 4-Post Rack Only)(No Dialogic Card Included)	SSSRVRKHPV5
SARA Enterprise Disaster Recovery System (V4)(Rackmount)(No Dialogic Card Included)	SSSRVRKV4
SARA Enterprise Disaster Recovery System (V4) (Wall Mount)(No Dialogic Card Included)	SSSRVV4
SARA Enterprise+ Replacement System (HP) (Rackmount, 4-Post Rack Only)(No Dialogic Card Included)	SSSRVNSRKHPV5
SARA Enterprise Replacement System (V4) (Rackmount)(No Dialogic Card Included)	SSSRVNSRKV4
SARA Enterprise Replacement System (V4) (Wall Mount)(No Dialogic Card Included)	SSSRVNSV4
Wireless Interface (EN) – Unlimited Licensed Devices (Enterprise SARA system only) (Network Coordinator Required)	SSINO
Reseller Base Demo Kit (NOT FOR RESALE)	SSDEMOV4
Reseller Demo Alerting Add-On (NOT FOR RESALE)	SSDEMOV2-A1
Reseller Demo Paging Add-On (NOT FOR RESALE)	SSDEMOV2-A2
Reseller Demo Envrio Add-On (NOT FOR RESALE)	SSDEMOV2-A3
Reseller Demo Security Add-On (NOT FOR RESALE)	SSDEMOV2-A4
Reseller Demo Wifi Add-On (NOT FOR RESALE)	SSDEMOV2-A5
Reseller Demo Life Safety Add-On (NOT FOR RESALE)	SSDEMOV2-A6
Reseller Demo Integration Add-On (NOT FOR RESALE)	SSDEMOV2-A7
4-Port PCI Express Voice Expansion Card (Compatible with V3, V4, and HP Systems)	SSVPE-4e
12-Port PCI Express Voice Expansion Card (Compatible with V3, V4, and HP Systems)	SSVPE-12e
Replacement 4-Port PCI Express Voice Expansion Card (Compatible with V3, V4, and HP Systems)	SSVPE-4er
Replacement 12-Port PCI Express Voice Expansion Card (Compatible with V3, V4, and HP Systems)	SSVPE-12er
4-Port PCI Voice Expansion Card (Compatible with V2 & V4 Systems)(Except V4 Rackmount)	SSVPE-4
12-Port PCI Voice Expansion Card (Compatible with V2 & V4 Systems)(Except V4 Rackmount)	SSVPE-12
Replacement 4-Port PCI Voice Expansion Card (Compatible with V2 & V4 Systems)(Except V4 Rackmount)	SSVPE-4R
Replacement 12-Port PCI Voice Expansion Card (Compatible with V2 & V4 Systems)(Except V4 Rackmount)	SSVPE-12R
SIP Voice Port License	SSVPE-SIP
Uninterruptible Power Supply for Wall Mount SARA100/SARA Enterprise (V2, V3 & V4)	SSUPS
Rackmount Uninterruptible Power Supply for SARA100 (V2 & V4)	SSRKUPS
Rackmount Uninterruptible Power Supply for SARA Enterprise/SARA Enterprise+ Systems (V3 & HP)	SSRKUPS-V3
Serial to IP Converter	SSSIP
Serial to IP Converter with Power Over Ethernet	SSSIP-POE
Short Haul Modem	SSSHMOD
64 Port Contact Monitor, +/- DC Voltage (triggers @ 5 volts)	SSCONTACV3
64 Port Contact Monitor, + DC Voltage (triggers @ 12 volt)	SSCONTDCV3
64 Port Contact Monitor, No Voltage	SSCONTNVV3
64 Port Contact Monitor Slave, +/- DC Voltage (triggers @ 5 volts)	SSCONTACV3-SL
64 Port Contact Monitor Slave, + DC Voltage (triggers @ 12 volt)	SSCONTDCV3-SL
64 Port Contact Monitor Slave, No Voltage	SSCONTNVV3-SL



Intercom Auto Answer Telephone	SSICM-PRD
Intercom Telephone Programming Cable	SSICM-PRG
SARA System Software Upgrade	SSSFTWR
<b>SARA100</b>	
SARA100 (V4) with SMARRT 8-8 Plan (Device Licenses Expandable) (Wall Mount) (2 Integrations Max) (4 voice ports max, not included)	SSSARA100V4
SARA100 (V4) with SMARRT 8-8 Plan (Device Licenses Expandable) (Rack Mount) (2 Integrations Max) (4 voice ports max, not included)	SSSARARK100V4
Wireless Device License, Pack of 50 (for 101+)	SSSWDL-50
Monitored Device License, Pack of 50 (for 101+)	SSSNCL-50
<b>SMARRT PLANS</b>	
Status Solutions SMARRT 24-7 Extended Support Plan for SARA (only available with initial purchase)	SSSMARRT-24-7
Status Solutions SMARRT Assessments (per day) (only available with initial purchase)	SSSMARRT-ASMT
<b>ECHOSTREAM RECEIVER/REPEATER/LOCATOR</b>	
Network Coordinator (SSINO Required)	SSNETCRD-EN
Repeater (EN) (NEMA required if outdoor)(Cable not included)	SSRPT-EN
NEMA Enclosure Box (EN)	SSNEMA-EN
NEMA Box with Power Enclosure	SSNEMA-OTLT
Solar Power Kit (for SSRPT-EN)	SSSOLAR-KIT
Wireless Survey Kit	SSSURVEY
SPS License (1 per repeater)	SSSPSLIC
SPS Device Tracking License (Up to 10 devices)	SSDEVLIC-AT
<b>INTERFACES</b>	
Access Control Interface	SSAC
Accutech Integration	SSACCUTECH
Alarm Receiver Interface	SSARI
IPsession XML Interface (Cisco)	SSCIS
Inbound Caller-ID Interface	SSDIAL
Device License, Pack of 50 (for 101+)	SSDL-50
Foreign Device License Fee, per device	SSDEVLIC-F
Fire Panel Interface	SSFIR
Generic Serial Interface	SSGENSERIAL
Generic Two-Way Serial Interface	SSGENSERIAL-2WAY
HomeFree Integration SW	SSHMF
LDAP Integration	SSLDAP
Nurse Call Interface	SSNCI
Overhead Paging/PA System Interface	SSPGI
Polycomm Kirk Interface (text only)	SSKIRK
Polycomm Kirk Interface Plus Talkback	SSKIRK-TB
Roam Alert Interface - One per RS-485 Bus Required (requires SSSIP)	SSRAI
Spectralink Interface (Text Only)	SSSLNK
Spectralink Plus Talkback	SSSLNK-TB
E-mail Reader Interface	SSSMTP
TAP Protocol Interface (Inbound Alarm)	SSTAP
TAP Protocol Interface (Outbound Paging)	SSTAP-OUT
Environmental Logging License	SSTEMPLOG
<b>SARA'S EMESSANGER</b>	
SARA's eMessenger Desktop Solution	
SARA's eMessenger Desktop Alerting – SMARRT Plan Bundle License Installation*	SSEMSGR-SMRT
SARA's eMessenger Desktop Alerting One Time Site License - Up To 100 Desktops	SSEMSGR-DSK100
SARA's eMessenger Desktop Alerting One Time Site License - Up To 1000 Desktops	SSEMSGR-DSK1000



SARA's eMessenger Desktop New Annual Subscription/Renewal Annual Subscription (Single User License)/(\$25 per license x 12 months)	SSEMSGR-DSKCLIENT
SARA's eMessenger <b>Bring Your Own Device</b> Mobile Solution (Customer Owned Wi-Fi Network)	
SARA's eMessenger Mobile BYO Software Subscription (\$25 per license x 12 months)**	SSEMSGR-BYO-1YR
SARA's eMessenger Mobile BYO Software Subscription (\$22.50 per license x 36 months)**	SSEMSGR-BYO-3YR
SARA's eMessenger Mobile BYO Software Subscription (\$20 per license x 60 months)**	SSEMSGR-BYO-5YR
<b>CATIE TV / SARA TV</b>	
CATIE TV (software only)	SSCATIETV
SARA TV (software only)	SSSARATV
<b>ECHOSTREAM MONITORED DEVICES</b>	
Door/Window Transmitter with Reed Switch (EN)	SSDWT-EN
Window Gap Contact - 8 Inch	SSWINCONT-8
Window Gap Contact - 6 Inch	SSWINCONT-6
Universal Transmitter (EN)	SSUT-EN
Dual Alarm Universal Transmitter	SSUT2-EN
Non-Latching Universal Transmitter (EN)	SSUTNL-EN
Universal Transmitter for Asset Tracking (3 min check-in, requires SSSPSLIC-AT)	SSUTAT-EN
Nurse Call Adapter (EN)	SSNCA-EN
Nurse Call Adapter, Female (EN)	SSNCA-FEM
Nurse Call Adapter, Male (EN)	SSNCA-MALE
Mobile Duress Button (EN) - White Single Button	SSPND-EN
Mobile Duress Button (EN) - Black Double Button	SSPNDD-EN
Wall Button (EN) - Black	SSWPNDB-EN
Wall Button (EN) - White	SSWPNDW-EN
Four Button Wall Mount Device (EN)	SSDPND4-EN
Double Button Dual Condition Wall Button (EN) - Black	SSWPNDDC-EN
Double Button Triple Condition Wall Button (EN) - Black	SSWPNDTC-EN
Wireless Pull Cord	SSWPUL-ENV3
Wireless Pull Cord with Check In	SSWPULCI-ENV3
Wireless Plunger Pull Cord Base	SSWPPCB-ENV2
Plunger Pull Cord - 10 Feet	SSPPC-10
Plunger Pull Cord - 12 Feet	SSPPC-12
Plunger Pull Cord - 15 Feet	SSPPC-15
Plunger Pull Cord - 20 Feet	SSPPC-20
<b>ECHOSTREAM ENVIRONMENTAL MONITORING</b>	
Cigarette Buster, Sprinkler Head (EN)	SSCIGSP-EN
Cigarette Buster, Vent Mount (EN)	SSCIG-EN
Smoke Detector (EN)	SSSMOKE-EN
Motion Detector (EN)	SSMOTION-EN
PIR Activity Monitor (EN)	SSMPIR-EN
Glassbreak Detector (EN)	SSBRKDT-EN
Power On/Off Monitor w/ EN Transmitter	SSPWRMONITOR-V2
Integrated Temperature/Humidity Transmitter (EN)	SSTMPSNS-INT
Temperature/Humidity Transmitter with Probe (EN)	SSTMPSNS
Dual Input Temperature Transmitter with Probe (EN)	SSDTMPSNS
Water Bug (EN)	SSWTRBUG-EN
Boiler Probe (requires SSDTMPSNS)	SSPROBE-BLR
<b>WiFi MONITORED DEVICES</b>	
WiFi Call Button	SSWFCALL
WiFi Door Sensor	SSWFDRSNS
WiFi Universal Transmitter	SSWFUT

WiFi Temperature/Humidity Sensor	SSWFSNS
WiFi Dual Temperature/Humidity Sensor	SSWFDTMP
WiFi Temperature Probe, 2 Feet (requires SSWFSNS)	SSWFTMP-2
WiFi Temperature Probe, 6 Feet (requires SSWFSNS)	SSWFTMP-6
WiFi Programming Cable with Software	SSWFPRG
<b>ALERT DEVICES</b>	
5 Watt Paging Base Station (Single Port)	SSPGBASEV2
5 Watt Paging Base Station, No Tap Interface	SSPGBASEV2-NT
25 Watt Paging System	SSPGBASE25
25 Watt Paging Base Station, No Tap Interface	SSPGBASE25
Optional 4 FT 3 dB Gain Paging Antenna (cable not included)	SSPGANT3DB-4FT
Optional 6 FT 5 dB Gain Paging Antenna (cable not included)	SSPGANT5DB-6FT
Optional 15ft Low-Loss Paging Antenna Cable	SSCABLE-15
Optional 30ft Low-Loss Paging Antenna Cable	SSCABLE-30
Optional 50ft Low-Loss Paging Antenna Cable	SSCABLE-50
Pager Relay	SSPGRRELAY
Gold Pager	SSPAGER
Wall Board, 10 Characters	SSWBRD
IP Wall Board (PoE included)	SSWBRDIP
IP Wall Board (Outdoor)	SSWBRDIP-OD
IP Wall Board PoE Injector	SSWBRDIP-INJ
IP Wall Board 2 color POE vers	SSWBRDIP-2
IP Relay Device - 5 Input	SSIIPRIN
IP Relay Device -5 Input with POE	SSIIPRIN-POE
IP Relay Device - 4 Output	SSIIPROUT
Web Relay Quad POE	SSIIPROUT-POE
2-Way Single-Channel Radio Module	SS2WSCR
2-Way Multi-Channel Radio Module	SS2WMCR
Staff Assignments Module (Per Client)	SSASSIGN
Intelligent Dome Light Controller 32-Port	SSDOMEV2-CTL
LED Dome Light Fixture for SSDOMEV2-CTL	SSDOMEV2-LGT
Relay Device for SSDOMEV2-CTL	SSDOMEV2-RLY
<b>RESIDENT FALL MONITORING</b>	
Bed/Chair Wireless Sensor (EN)	SSBCSW-ENV5
Chair Pad	SSCSP-V2
Bed Pad	SSBSP-V2
<b>SPECIALTY CALL DEVICES</b>	
Air Activated Breath Call - 9 ft. Cord	SSAAB
Geriatric Call Cord - 10 ft. Cord	SSGCC
PadCall Pneumatic Call Cord - 12 ft. Cord	SSPCC
Touch Call - 10ft. Cord	SSTCC
<b>PROFESSIONAL SERVICES</b>	
Professional Installation (includes onsite labor)	PROFINSTALL
Professional Remote Engineering (does not include onsite labor)	PROFSERV
Professional Remote Support (hourly) (does not include onsite labor)	PROFREMOTE
Professional Mentored Install (per day) (includes one mentor onsite to advise on installation)	PROMENTOR
<b>ACCESSORIES/REPLACEMENT PARTS</b>	
Pendant Accessory Pack	SSPAP
Mobile Panic Button Chain Clip, Pack of 10	SSPNDCCCLIP-10
Pendant Glow Cover	SSPND-GC

Plastic Pendant Necklace, Pack of 20	SSPPN-20
Metal Pendant Necklace, Pack of 10	SSMTN-10
Cloth Pendant Lanyard	SSLAN
Large Pendant Wrist Strap	SSWSL
Large Pendant Wrist Strap, Pack of 50	SSWSL-50
Small Pendant Wrist Strap	SSWSS
Tetherable Stylus to reset pendants	SSSTYLUS-TETH
Stylus with Lanyard to reset pendants	SSSTYLUS-LAN
Battery, Pendant, Pack of 20	SSBATPND
Battery, General (3V), Pack of 20	SSBATGEN
Non-Absorbent Pull Cord String - White	SSPCSNA
Non-Absorbent Pull Cord String - White, Pack of 50	SSPCSNA-50
Replacement Pull Cord Back Plate	SSWPUL-BACK
Replacement Bulb for SSDOME & SSDOME-DUAL (Pack of 10)	SSDOME-BULB
Red SSDOME-BULB Filter replacement for the SSDOME & SSDOME-DUAL	SSDOMEFTR-RD
Green SSDOME-BULB Filter replacement for the SSDOME & SSDOME-DUAL	SSDOMEFTR-GR
Yellow SSDOME-BULB Filter replacement for the SSDOME & SSDOME-DUAL	SSDOMEFTR-YL
Cover for Dome Lights (V2,V3)	SSDOMEV2-COVER
Dome Light, Single Lamp (Wired) used on SSDOMECTL-25 & SSDOMECTL-50	SSDOME
Dome Light, Dual Lamp (Wired) used on SSDOMECTL-25 & SSDOMECTL-50	SSDOME-DUAL
Replacement Repeater Battery (rechargeable)	SSRPT-BATT
Repeater Power Cable 6 FT (pack of 10)	SSRPT-CABLE
Replacement Controller Module for Solar Power Kit	SSSOLAR-PM
Replacement Solar Panel for Solar Power Kit	SSSOLAR-PANEL
Replacement Battery for Solar Power Kit	SSSOLAR-BATT
Replacement Mount for Solar Power Kit	SSSOLAR-MOUNT
Replacement NEMA Enclosure for Solar Power Kit	SSSOLAR-ENCL
EN Repeater Power Transformer	SSRPT-POWER
Outdoor Enclosure, Pull Cord	SSOENC
Outdoor Enclosure, Doorbell	SSDOENC
Pager Holster	SSHST
Pager Boot	SSPGBOOT
Pager Battery Cover, Replacement	SSPGBC
Pager Chain, Replacement	SSPGCHAIN
Straw & Filter Kit (12 pack)	SSAAB-ACC
Replacement chamber for SSSMOKE	SSCHAMBER-SMK

## II. “CATIE” (Communication and Access To Information Everywhere)

The following products fall under the Referral Program and cannot be ordered directly by the VAR from the Master Distributor. Please contact your TM or refer to the Partner Portal for more information on these solutions and the corresponding VAR incentive plans.

CATIE	
CATIE Software Subscription (per device per month for 60 months)	SSCATIE-BUNDLE-SOFT
CATIE Software Subscription-Secondary Device (per device per month for 60 months)	SSCATIE-BUNDLE-SOFT2ND
CATIE Equipment & Hardware (per device per month for 60 months)	SSCATIE-BUNDLE-EQUIP
CATIE Wi-Fi Network Fees (per device per month for 60 months; note: minimums do apply)	SSCATIE-BUNDLE-WIFI
CATIE Cellular Service Fees (per device per month for 60 months)	SSCATIE-BUNDLE-CELL
CATIE Room Controls Module (TV, HVAC, Lighting)(per device per month for 60 months)	SSCATIE-BUNDLE-CONTROLS

**\*NOTE: The VAR's discounted pricing for the Products is accessible through the "Secure Company VAR Portal" located on the Company's website at: [www.statussolutions.com/partners](http://www.statussolutions.com/partners). The Company reserves the right to change the pricing of the Products, including the VAR's discounted pricing, at any time without notice.**

## **STATUS SOLUTIONS LLC, VAR AGREEMENT**

### **Exhibit B LIMITED WARRANTY AND LIMITATION OF LIABILITY**

**LIMITED WARRANTY** The initial hardware and software of all Status Solutions, LLC (hereinafter, "Status Solutions") Products shall be referred to collectively herein as the "Product". Status Solutions warrants, solely to the VAR, that under normal operating conditions (a) the Product's computer hardware and associated hardware devices and equipment (except for fuses, lamps and other consumables) will be free from defects in material and workmanship and (b) the Product's software will perform substantially in accordance with the specifications set out in the user guide accompanying the Product which is prepared by Status Solutions, in each case for a period of one (1) year from and after the date of installation, provided however, developmental products, i.e., products which have not yet been approved by Status Solutions for production, are sold pursuant to a separate Status Solutions' agreement and are warranted as set out therein. This warranty is exclusive, being in lieu of all other warranties, express or implied, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose. This warranty does not cover costs associated with installation, removal, or reinstallation of the Product. Status Solutions does not warrant that the Product is compatible with all telephones, telephone switching systems, hardware or software or other equipment not provided by Status Solutions.

**STATUS SOLUTIONS' SOLE OBLIGATION** Except as otherwise specifically set out herein, Status Solutions' sole obligation under this warranty or under any other legal obligation with respect to the Product, whether based upon contract, indemnity, warranty, tort, negligence, strict liability or any other theory, is to repair or replace, at its option, the Product, free of charge, if the Product is deemed defective by Status Solutions during the applicable warranty period, with refurbished or new equipment or parts, at Status Solutions' option, when the Product is returned to Status Solutions, freight or postage prepaid, during the applicable warranty period, provided however, if Status Solutions is not able, using reasonable efforts, to cure or correct a defect, Status Solutions' sole obligation shall then be to refund an equitable portion of the price Status Solutions was paid for the Product.

**EXCLUSIONS** This warranty does not apply if, in the sole judgment of Status Solutions, the Product, or any part(s) or component(s) thereof, have been used in combination or in assembly with hardware or software not distributed by Status Solutions or which has not been approved in writing by Status Solutions and which is/are not compatible with the Product or which are of inferior quality, design or performance, or the Product, or any Part(s) or component(s) thereof, have been improperly handled, misused, abused, altered, tampered with, accidentally damaged, or damaged or malfunction or fail to function due to neglect, negligence, contamination (by liquid or otherwise) or as a result of any other causes beyond Status Solutions' reasonable control, including extraordinary wear and tear and acts of God such as fire, flood, water, lightning or other incidence of excessive or insufficient voltage or failure to follow instructions. Repair, wiring or rewiring or alternation of the Product, or misuse of the Product's features or re-engineering of the Product, other than as specifically authorized by Status Solutions or its authorized repair agent in writing, is prohibited and will void this warranty.

**LIMITATION OF LIABILITY** Without expanding upon the foregoing warranty and except as otherwise specifically set out herein, the maximum liability of Status Solutions under any warranty, statutory, express or implied, regardless of the theory of liability, whether based on contract, indemnity, warranty, tort, negligence, strict liability or otherwise, is limited to the greater of \$1,000.00 or the price that Status Solutions was paid for the Product. Status Solutions shall have no responsibility for damage to property or any other loss or injury (including death), including consequential, incidental, or indirect damages, such as loss of profits or loss of business information, damages due to business interruption or any other pecuniary loss, even if Status Solutions has been advised of the possibility of such damages, or punitive damages, resulting from the purchase, possession, installation, operation, repair, use of or inability to use, the Product, all such claims being hereby expressly waived. The VAR's exclusive warranty and remedy shall be only as stated herein.



## **STATUS SOLUTIONS LLC, VAR AGREEMENT**

### **Exhibit C**

## **END-USER SOFTWARE LICENSE AGREEMENT**

This End User License Agreement (“EULA”) is entered into between Status Solutions LLC, having offices at 1180 Seminole Trail, Suite 440, Charlottesville, Virginia 22901 (hereinafter, “Status”) and “You”.

As used herein, “You” is the person or entity that purchased certain equipment from Status (the “Equipment”) which contains the “Software”. As used herein, the “Software” is the software owned by Status (and/or its suppliers) which is embedded in the Equipment; this EULA relates to such Software. The term “Software” includes all associated software components, media, printed materials, and “online” or electronic documentation and all modifications, enhancements, corrections or upgrades thereto.

Should You have any questions regarding this EULA, please contact Mr. Paul Myhre, Director of Finance at Status, phone number 434-296-1789 ext.743, email address PMyhre@StatusSolutions.com.

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5. "SARA's EMESSENGER LIMITATIONS. Status' Situational Awareness Response Assistant ("SARA") "eMessenger" Software is designed for use on a dedicated, "closed-end" wireless fidelity ("Wi-Fi") system, being a system which cannot be expanded once initially configured, and only in conjunction with Apple's IOS 6 (or higher) iPhone or an iPhone/iPad that can be made to be both Wi-Fi and cellular enabled (collectively, an "Approved Device"). Without expanding on the limitations of warranty and liability set out in paragraphs 11 and 12 hereof, You are advised that eMessenger may not function or may not function properly on "open-end" Wi-Fi systems that have applications added after initial set up of the eMessenger Software or as to which any devices are utilized other than an Approved Device.

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11. **WIRELESS (EN) DEVICE LICENSING POLICY.** Status sells, warrants and services Inovonics EchoStream (EN) products along with its SARA system. Bundled with each EN component is a Status issued wireless device license that enables these Status purchased devices to be used with SARA. This licensing policy is in effect to ensure each customer receives the proper and paid for warranty obligations and service options from Status. In the event that a foreign device license is utilized in conjunction with your use or operation of SARA, Status' foreign device licensing policy states that a one-time fee per such foreign device will be assessed. A breach of this device license policy is a breach of this EULA and is subject to any legal ramifications as set forth herein or as otherwise permitted by law. For more information, please contact your Customer Advocate.

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15. **TERMINATION.** Without prejudice to any other rights available to Status upon breach or other violation by You of this EULA, Status shall have the right, without notice to You, to terminate this EULA and the License if You breach or otherwise violate the terms and conditions of this EULA. Upon such termination, You hereby agree to immediately discontinue use of the Software, and You further agree to either return or destroy, at Status' option, all copies of the Software in whatever form it exists, including all backup and archival copies, and to certify in writing to Status that you have done so.

16. **ATTORNEYS' FEES.** You hereby agree, in the event of any breach or other violation of this EULA wherein it becomes necessary for Status to incur any expense to enforce or interpret the terms of this EULA (regardless of whether suit is instituted or not), that you will reimburse Status all cost and expense it incurs associated therewith, including attorneys' and expert witness fees, and all direct costs, including but not limited to all court costs.

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